

AGP-47. SAFETY AND HEALTH

- (a) The Contractor shall take all reasonable safety and health measures in performing under this Contract and shall, to the extent set forth below, submit a safety plan and a health plan for JPL's approval. The Contractor shall comply with all Federal, State, and local laws applicable to safety and health in effect on the date of this Contract and with the safety and health standards, specifications, reporting requirements, and provisions set forth below.
- (b) The Contractor shall take or cause to be taken any other safety and health measures JPL may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Article of this Contract entitled "Changes," provided, that no adjustment shall be made under this Safety and Health Article for any change for which an equitable adjustment is expressly provided under any other provision of the Contract.
- (c) Standards. The following safety and health standards, specifications, issuances, and reporting requirements are prescribed pursuant to paragraph (a).
 - (1) General Standards and Specifications: The Contractor shall comply with applicable provisions of the Occupational Safety and Health Standards of the Occupational Safety and Health Act of 1970, Rules and Regulations of the Department of Labor issued pursuant thereto and regulations of states provided for under the Act. Within California the Contractor shall comply with applicable provisions of the California Occupational Safety and Health Act of 1973.
 - (2) Flight Project Safety: The Contractor shall include in each Project Plan prepared for a flight project the safety needs and special safety monitoring required for the flight project. Project Plans containing such requirements will be referenced in the flight project task order issued by the Contracting Officer under the Prime Contract and the Contractor shall comply with those requirements.
 - (3) Nuclear Safety: Radioactive material will be handled in accordance with appropriate State of California, Department of Energy and/or Nuclear Regulatory Commission requirements and in accordance with National Aeronautics and Space Council document, "Nuclear Safety Review and Approval Procedures for Minor Radioactive Sources in Space Operations". Additionally, when radioactive material is to be used in space launches, they shall meet the requirements of the Interagency Nuclear Safety Review Panel (INSRP) as directed by the President of the United States.
 - (4) Environmental Matters: Environmental controls shall be in accordance with applicable NASA and other Federal, State and local regulatory requirements and in accordance with applicable Executive Orders of the President.
 - (5) Propulsion Safety: Chemical Propulsion Information Agency Publication No. 194, Chemical Rocket/Propellant Hazards, Volumes II and III and DOD Manual 4145.26M, Contractor's Safety Manual for Ammunition and Explosives, March 1986 shall be used as guides in establishing propulsion safety requirements to be included in the safety and health plan to be submitted in accordance with paragraph (a) above.
 - (6) Ammunition and Explosive Safety: DOD Manual 4145.26M, Contractor's Safety Manual for Ammunition and Explosives, March 1986 and CAL/OSHA and Federal OSHA regulations, shall be used in establishing ammunition, explosive and related safety standards.
 - (7) Any additional safety and health standards, specifications, issuances and reporting requirements set forth in this Contract.
- (d) The safety and health plan to be submitted by the Contractor pursuant to paragraph (a) above shall implement the requirements of this Article and of the standards and specifications of paragraph (c) of this Article and shall describe the means to be employed by the Contractor to monitor and enforce said requirements. The plan shall include the Contractor's standards and criteria for imposing safety and health standards upon its subcontractors of any tier and its plans and procedures for monitoring compliance with such standards. A safety and health plan for similar work performed by the Contractor on a Federal contract may be submitted for review and approval under this Article.

- (e) The Contractor shall immediately notify and promptly report to JPL any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property (or, if this Contract sets forth any acceptable threshold limits of contamination, any contamination of property beyond those stated limits) or property loss of \$25,000 or more arising out of work performed under this Contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. Service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule. The Contractor shall investigate all work-related incidents or accidents to the extent necessary to determine their causes and furnish the JPL a report, in such form as JPL may require, of the investigative findings and proposed or completed corrective actions. In addition, the Contractor shall comply with the illness, incident and injury experience reporting requirements set forth below or elsewhere in this Contract.
- (f) Illness, Incident and Injury Experience Reports.
- (1) Reports required by this Article or elsewhere in this Contract shall be furnished in three copies unless otherwise specified.
- (2) The following illness, incident, and injury experience reports are prescribed pursuant to paragraph (e) above:
- (A) Investigative Reports: The Contractor shall furnish reports of investigation of individual incidents or accidents in formats approved by JPL. provided, however, that the Contractor shall not be required to furnish personally identifiable information concerning Contractor or subcontractor employees.
- (B) The Contractor shall furnish such other reports as JPL determines to be related to the Contractor's safety and health program and its experiences thereunder.
- (g) (1) JPL may notify the Contractor in writing of any noncompliance with this Article and specify corrective actions to be taken. The Contractor shall promptly take and report any necessary corrective action.
- (2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (g)(1) of this Article, JPL may invoke any stop work or suspension of work provision of this Contract or any other remedy legally available to the Institute in the event of such failure by the Contractor.
- (h) The Contractor (or subcontractor or supplier) shall cause the substance of this Article, including this paragraph (h) and any applicable provisions of this Contract, with any appropriate changes of designations of the parties, to be inserted in subcontracts of every tier which:
- (1) Amount to \$1,000,000 or more, unless JPL makes a written determination that this is not required;
- (2) Require construction, repair, or alteration in excess of \$25,000; or
- (3) Regardless of dollar amount, involve the use of hazardous materials or operations.
- (i) The Contractor agrees that authorized representatives of JPL or the Contracting Officer shall have access to and the right to examine the sites or areas where work under this Contract is being performed in order to determine the adequacy of the Contractor's safety and health measures under this Article.
- (j) As part of the Contractor's safety and health plan, the Contractor shall furnish a list of all hazardous operations to be performed, including operations covered by measures indicated in paragraphs (a) and (b) of this Article and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. JPL and the Contractor shall jointly decide which operations are to be considered hazardous with JPL as the final authority. Before hazardous operations commence, the Contractor shall develop, review, and provide plans for the operation for JPL to review. The Contractor's review procedure shall include evaluations by operating personnel, management and safety professionals, as appropriate. Lists of personnel trained and certified or specified for each hazardous operation shall be maintained. Such records shall be supplied to JPL on request.